


**OVERSIGHT BOARD FOR THE CITY OF MAYWOOD
AS SUCCESSOR AGENCY OF THE MAYWOOD
COMMUNITY REDEVELOPMENT AGENCY**

DATE: OCTOBER 23, 2013

TO: HONORABLE CHAIR AND MEMBERS OF THE OVERSIGHT BOARD

FROM: ANDRE DUPRET, PROJECT MANAGER 

SUBJECT: ADOPTION OF A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COLANTUONO & LEVIN, PC, TO SERVE AS LEGAL ADVISOR TO THE OVERSIGHT BOARD

RECOMMENDATION

That the Maywood Oversight Board adopt a resolution approving a contract and authorizing the Oversight Board to execute a Professional Services Agreement with Colantuono & Levin, PC, to provide legal services to the Oversight Board.

FISCAL IMPACT

Costs related with Oversight Board legal counsel services will be paid out of the Administrative Cost Allowance fund of approved Recognized Obligation Payment Schedules (ROPS).

BACKGROUND

The Oversight Board previously directed staff to prepare an agreement for legal services with Teresa Highsmith of Colantuono & Levin, PC. That agreement is presented to the Oversight Board today for approval.

DISCUSSION

On September 24, 2012, the Maywood Successor Agency received five (5) proposals in response to a Request for Proposals (RFP) which was issued by Successor Agency staff on behalf of the Maywood Oversight Board. The purpose for the RFP was to solicit legal entities interested in providing legal services to the Oversight Board.

Consideration of Approval of an Agreement for Legal Counsel Services

October 23, 2013

Page 2

Subsequently, at the request of the Oversight Board, Successor Agency staff issued a Supplemental Questionnaire to these five firms as a follow up action. The Successor Agency received completed Questionnaires from each of the five firms. After reviewing and rating the five proposals, the Ad Hoc Committee selected the top three firms for a face-to-face interview with the Ad Hoc Committee members.

The oral interviews were held on June 12, 2013. Of the three firms invited to interview, two firms sent representatives. Interviews were conducted at the Maywood City Hall.

On July 10, 2013, the Oversight Board directed Successor Agency staff to negotiate a contract Agreement with the selected Oversight Board legal counsel firm of Colantuono & Levin, PC. As directed, Successor Agency staff contacted Teresa Highsmith of Colantuono & Levin to discuss the details of the Agreement which was based on the original Proposal submitted by the firm on September 24, 2012 (see Attachment 3). The following Agreement is presented for your approval to provide legal services to the Oversight Board.

Attachment: 1) Resolution
2) Professional Services Agreement
3) Proposal from Colantuono & Levin, PC

ATTACHMENT 2
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between the OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF MAYWOOD, a California public entity ("Oversight Board"), and Colantuono & Levin, PC, a California professional corporation ("Consultant").

RECITALS

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, Oversight Board and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall advise the Oversight Board as requested by the Oversight Board on the dissolution of the City of Maywood Community Redevelopment Agency pursuant to Assembly Bill X1 26 (see detailed Scope of Services in attached Proposal dated September 20, 2012).

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise Oversight Board of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless Oversight Board from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against Oversight Board for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their

race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of Oversight Board. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall represent the Oversight Board at \$225 per hour for the transactional (non-litigation) services with a monthly cap of \$3,000 for all transactional (non-litigation) services. Consultant shall not charge for travel time to attend meetings of the Oversight Board. In the unlikely event that the Oversight Board becomes involved in litigation, Consultant agrees to provide litigation services at our standard rates which we will cap at \$325 hour.

2.2. Method of Billing. Consultant may submit invoices to Successor Agency's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to Oversight Board's sole satisfaction. Consultant's invoice within forty-five (45) days from the date Oversight Board receives said invoice.

2.3. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the Oversight Board for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TERM AND TERMINATION

3.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____, ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3.2. Notice of Termination. The Oversight Board reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the Oversight Board.

3.3. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the Oversight Board within ten (10) days of delivery of termination notice to Consultant.

4.0. INSURANCE

4.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the Successor Agency and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

4.2. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.0. GENERAL PROVISIONS

5.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

5.2. Representatives. The Oversight Board Chair or her designee shall be the representative of Oversight Board for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the Oversight Board, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Theresa Highsmith or her designee shall be the representative of Consultant authorized to issue all consents, approvals, directives and agreements called for by this

Agreement, except as otherwise expressly provided in this Agreement.

5.3. Project Managers. Andre Dupret and Theresa Highsmith shall be the designated project managers, respectively, in the performance of this Agreement.

5.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Colantuono & Levin, PC
300 So. Grand Avenue, Ste. 2700
Los Angeles, CA 90071-3137
Attention: Teresa L. Highsmith

IF TO OVERSIGHT BOARD:

Maywood Oversight Board
c/o City of Maywood
4219 E. Slauson Ave.
Maywood, CA 90270
Attention: Andre Dupret

5.5. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

5.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without Oversight Board's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of Oversight Board's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

5.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless Oversight Board and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

5.10. Amendments: Only a writing executed by the parties hereto or their respective

successors and assigns may amend this Agreement.

5.11. **Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Oversight Board to the Maywood Successor
Agency Chair

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Oversight Board to the Maywood Successor
Agency, Clerk

ATTACHMENT 3
Proposal from Colantuono & Levin, PC

Teresa L. Highsmith
THighsmith@CLLAW.US
(213) 542-5703

Colantuono & Levin, PC
300 So. Grand Avenue, Ste. 2700
Los Angeles, CA 90071-3137
Main: (213) 542-5700
FAX: (213) 542-5710
WWW.CLLAW.US

September 20, 2012

City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270
ATTN: Andre Dupret, Project Manager

Re: Proposal to Provide General Counsel Services to Oversight Board to Maywood RDA Successor Agency

Dear Mr. Dupret:

I write to propose our firm's services as General Counsel to the Oversight Board to the Maywood RDA Successor Agency. We have kept this proposal very brief, incorporating items 1, 2, 3 and 5 from your Request for Qualifications Submittal Requirements into this single letter proposal. Additional information about our firm, including a firm profile and bios of all our attorneys, appears on our web site at: <http://www.cllaw.us>. I also enclose my resume as proposed General Counsel, the resume of Scott Howard, who we propose as Assistant General Counsel to the Oversight Board, as needed, and three client references, as requested.

Rates: Although our standard hourly rates range from \$175 to \$425 per hour for attorneys and from \$110 to \$145 per hour for paralegals, we will agree to provide general services to the Oversight Board at a blended hourly rate for the services of any of our attorneys of \$225. We understand that you anticipate a need for General Counsel to attend Oversight Board meetings when scheduled and provide general legal advice to the members of the Oversight Board, which we would anticipate would normally require fewer than 10 hours per month. We would not charge for the cost of travel time to and from meetings with the Board. Should you desire it, we can also provide a "not to exceed" alternative compensation structure, wherein we propose a combination of \$225/hour with a "not to exceed" cap of \$3,000/month for all legal services, except litigation. If you prefer a flat monthly retainer arrangement, we propose a retainer amount of \$2,000.00 for all legal services, except litigation. For litigation services, we are willing to cap our standard rates at \$325 per hour.

Experience: Colantuono & Levin, PC is a municipal law firm with offices in Los Angeles and outside Grass Valley in the Sierra Foothills and one of California's leading advisors to cities, counties and special districts. We represent public clients throughout

California in all aspects of municipal law, including redevelopment and its dissolution process, the Brown Act, election law, conflicts of interest law, matters arising under the Public Records Act, public financing and revenues, housing, the California Environmental Quality Act, land use, and associated litigation. The firm prides itself on its extensive public law experience, its commitment to problem-solving, and a focus on ethical, affirmative and intelligent advice and representation. Our core commitment is to provide advice our clients find both helpful and understandable.

Team: I propose to serve as General Counsel to the Oversight Board to the Maywood RDA Successor Agency, with assistance, as needed from Scott Howard. I have extensive experience in advising public agency clients regarding compliance with the Brown Act, Political Reform Act, Public Records Act, and Community Redevelopment Law; I am well versed in the interpretation and application of the dissolution process set forth in AB 1X 26 and AB 1484 ("the Legislation"), regarding the obligations and authority of both Successor Agencies and Oversight Boards, and I keep up to date on the developments in the interpretation and implementation of the Legislation and any further proposed amendments. I presently advise several Successor Agencies regarding the dissolution process, and have prepared agendas, staff reports, Conflict of Interest Codes and orientations for their initial Oversight Board meetings; I serve as General Counsel to the Oversight Board to the Pomona RDA Successor Agency, the Oversight Board to the San Gabriel RDA Successor Agency and the Oversight Board to the Temple City RDA Successor Agency. I am also a member of the League of California Cities Oversight Board Working Group, which convenes every other Friday to discuss matters of relevance to Oversight Boards. The firm also provides special counsel services to counties and has represented a variety of special districts as general and special counsel. All these experiences will be helpful in our advice to the Oversight Board, which has approval authority over various actions of the Maywood RDA Successor Agency during the wind-down process and serves to protect the interests of the county, schools, and special districts in the winding down of Agency activity.

Scope of Services: Regarding the scope of services you anticipate needing, I am able to advise the Oversight Board on the specific Successor Agency actions that require prior Oversight Board approval or Oversight Board direction pursuant to both AB 1X 26 and AB 1484, including, but not limited to:

- any proposed amendments to existing contracts to facilitate the completion of redevelopment projects and disposition of property;
- whether the various line items on Recognized Obligation Payment Schedules (ROPS) are "enforceable obligations" such that the ROPS may be approved by the Oversight Board;
- representing the Oversight Board regarding any inquiries on any Oversight Board action from the Department of Finance or other state agency;
- advising on financing matters requested by a Successor Agency (such as requests to approve refinancing bonds or amending a Disposition and Development Agreement);


- advice regarding the authority of the Oversight Board to order the termination of existing contracts (should the Oversight Board determine that such termination is in the best interest of the taxing entities);
- advice on whether real properties held by the Successor Agency are required to be sold, pursuant to the Oversight Board's authority under Health & Safety Code Section 34181, pending Oversight Board approval of the new long-range property management plan requirements of Health & Safety Code Section 34191.3 (AB 1484);
- advice on the Oversight Board's legal authority under both AB 1X 26 and AB 1484, and any future amendments
- advise members of the Oversight Board on conflict of interest issues
- review and approve Oversight Board agendas prior to posting
- prepare legal opinions as requested by the Oversight Board.

The Legislation provides that Oversight Board members are protected by the immunities applicable to all public entities and public employees, as set forth in Government Code 810 eq. seq. In the event that the Oversight Board should become a party to litigation, the firm of Colantuono & Levin has a proven litigation track record and can provide you with litigation legal services.

Conflict of Interest: Colantuono & Levin does no project specific work for Los Angeles County, although we do represent the Los Angeles County Law Library as a general counsel client. The County of Los Angeles is represented on all three Oversight Boards that are presently represented by the firm; therefore, we do not believe there is an actual or potential conflict in providing legal services to the Maywood Oversight Board on this basis. The firm does not presently represent the City of Maywood or the Successor Agency to the former Maywood Redevelopment Agency, the California Redevelopment Association, or any of the appointing agencies to the Maywood Oversight Board. However, we do represent the Orangeline Development Authority, a Joint Powers Authority comprised of twelve cities, since the inclusion of the City of Maywood earlier this year. Additionally, the Maywood Police & Community Relations Commission has been a past client of the firm.

We would be very pleased to represent the Oversight Board. Thank you for the opportunity to propose our services. Please let me know if additional references or any other information would be helpful.

Very truly yours,


Teresa L. Highsmith

TLH:tlh

Andre Dupret
September 20, 2012
Page 4

Enclosures (2): Highsmith & Howard Resumes
References

cc: Scott Howard

TERESA L. HIGHSMITH

Colantuono & Levin, P.C.
300 So. Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (215) 542-5703
Cell: (213) 399-9292
THighsmith@CLLAW.US

Current Employment

Senior Counsel, Colantuono & Levin, PC
Municipal advisory team;

- o City Attorney, City of Barstow
- o City Attorney, City of Sierra Madre
- o General Counsel to former Barstow Redevelopment Agency and its Successor Agency
- o General Counsel to former Sierra Madre Community Redevelopment Agency and its Successor Agency
- o General Counsel to Oversight Board to former Pomona RDA Successor Agency
- o General Counsel to Oversight Board to former San Gabriel RDA Successor Agency
- o General Counsel to Oversight Board to former Temple City RDA Successor Agency
- o General Counsel to the South East Los Angeles County Work Force Investment Board ("SELACO")
- o General Counsel to SELACO Policy Board
- o General Counsel to West-Comm JPA
- o Assistant City Attorney, City of Los Alamitos

Legal Qualifications and Experience

General Services – Representing cities and city councils, redevelopment agencies and their post-AB 1X 26/AB 1484 Successor agencies, local reuse authorities, housing authorities, joint powers authorities and special districts at regular and special meetings; providing written and oral legal opinions and research on local government issues including zoning, land use, redevelopment, affordable housing, labor and employment issues, public bidding requirements, California Environment Quality Act (CEQA), Subdivision Map Act, Brown Act, Public Records Act, Conflict of Interest and code enforcement.

Redevelopment – Direct legal assistance on award winning redevelopment projects: *Historic Alameda Theatre Rehabilitation Project*, CRA Award of Excellence 2009; *Bridgeside Shopping Center*, CRA Award of Excellence 2008; legal assistance to

Successor Agencies and Oversight Boards in all aspects of the dissolution process of AB 1X 26/AB 1484.

Contracts – Drafting and negotiating lease, loan and real property agreements; redevelopment agreements (Disposition and Development Agreements, Owner Participation Agreements, Pre-development Agreements); public works contracts; various land use agreements; various consultant agreements; labor and employment contracts and MOU's.

Ordinances – Drafting city land use, zoning and health and safety ordinances, resolutions and policies.

Litigation – Litigation background at both trial and appellate levels on a variety of issues and claims, including mandate actions challenging legislative and administrative acts, land use, personnel, Public Records Act, redevelopment, public works and construction contracts, and constitutional claims. Published cases: *Suter v. City of Layette* (1997) 57 CA4th 1109; *City of Livermore v. PG&E* (1997) 51 CA4th 1410; *City of Lafayette v. East Bay Municipal Utility District* (1993) 16 CA4th 1005.

Previous Employment

2006-2011	City Attorney of Alameda; General Counsel to Community Improvement Commission (Alameda Redevelopment Authority), Alameda Reuse and Redevelopment Authority (local reuse authority for former Naval Air Station, Alameda) and Housing Authority of City of Alameda
1997-2006	Assistant City Attorney of Alameda; Assistant General Counsel to Community Improvement Commission, Alameda Reuse and Redevelopment Authority and Housing Authority of City of Alameda
1992-1997	Assistant City Attorney to cities of Orinda, Lafayette and Bethel Island Municipal Improvement District; Special Counsel at various times to cities of Fremont and Livermore, through Law Offices of Charles J. Williams (as a contract attorney)
1991-1992	Deputy City Attorney to cities of Orinda, Lafayette, Moraga and Pittsburg, employed by the Law Offices of Charles J. Williams

Bar Admissions

1991	California Supreme Court U.S. District Court, Northern District of California U.S. District Court of Appeals, Ninth Circuit
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Member, State Bar of California

Education

1991	J.D., with honors, John F. Kennedy University
	Editor, John F. Kennedy University Law Review 1989-1991
1977	B.A., with honors, University of Nevada, Reno

SCOTT H. HOWARD

1267 Norwich Lane, Ventura, California 93001
(818) 618-8877 ~ (805) 653-0844

SUMMARY OF EXPERIENCE:

Over thirty-four (34) years of experience with the City of Glendale City Attorney's Office, performing professional legal work, including supervision and prosecution of all Municipal Code violations; research, drafting, trials and hearings in all phases of civil and administrative proceedings, including eminent domain; advise and consult with City Departments, Commissions, City Council, Housing Authority and Redevelopment Agency on a wide variety of municipal issues; draft, review and approve contracts, resolutions and ordinances, provide training to elected and appointed officials on various subjects including AB 1234 ethics.

WORK HISTORY:

Jan. 2012 to Present: Of Counsel Colantuono & Levin. Provide city attorney advisory services to City of Calabasas

1990 – Sept 2011: City Attorney, City of Glendale, California

Supervise and direct the Legal Department. The Department consists of fourteen lawyers, one paralegal, and six secretaries, and has an annual budget of \$4 million dollars. The office provides a full range of legal services to City governmental departments including advice, litigation, code enforcement, drafting and approval of all ordinances, resolutions and contracts. Responsibilities include: advising all Municipal Commissions, the City Council, Housing Authority, Redevelopment Agency, and Department Heads regarding all issues of concern to a large municipality including, but not limited to, issues involving the Brown Act, conflicts of interest, environmental laws, land use, law enforcement, public service, and waste management. Research and prepare contracts, opinions, resolutions and ordinances for City Council consideration. Provide training on various subjects.

1981-1990: Senior Assistant City Attorney, City of Glendale, California

Supervise and direct the prosecution of all Municipal Code violations. Handle a wide variety of civil litigation in both State and Federal Courts, including eminent domain, tort actions, civil rights, land use, and employee-related litigation for the third largest city in Los Angeles County. Appear before the Court of Appeals on a number of occasions. Represent the City in administrative proceedings.

1979-1981: Assistant City Attorney, City of Glendale, California

Supervise the prosecution of all Municipal Code violations. Handle a variety of civil litigation in both Municipal and Superior Courts. Advise and render opinions to Department Heads, Commissions and City Council. Research and draft opinions, contracts and ordinances.

1977-1979: Deputy City Attorney, City of Glendale, California

Prosecute against Municipal Code violations. Defend the City in a variety of civil litigation matters. Research and draft legal opinions. Advise Department Heads. Draft and approve contracts and ordinances.

1975 - 1977: Legal Intern, Los Angeles District Attorney

Research and draft motions and oppositions thereto in criminal matters. Engage in jury and court trials of misdemeanor cases.

EDUCATION:

2006	Completed Josephson Institute of Ethics - Living up to the Public Trust
1989	Graduate, F.B.I. National Law Institute, 7th Session (50 attorneys chosen nationwide annually)
1977 - Present	Approximately 1,000 hours of seminars in general and municipal-related legal subjects.
1976	Juris Doctor Degree from Southwestern University School of Law
1973	Bachelor of Science Degree in Business Administration from University of Southern California

PROFESSIONAL CREDENTIALS AND AFFILIATIONS:

2011	Recipient - William I. Thornton Jr. IMLA Faculty Award by the International Municipal Lawyers Association
2010	Designated a Municipal Law Fellow by the International Municipal Lawyers Association
2008, 2006, & 2005	Named a Super Lawyer Government/Cities - Municipal Law
2006 - 2011	Regional Vice President, 9 th Circuit, International Municipal Lawyers Association Martindale-Hubbell Designated AV Rating Listed in Who's Who in California, 16 th Edition
2000 - 2006	State Chair, International Municipal Lawyers Association

1995	President, City Attorneys Association, Los Angeles County
1994	President, Glendale Bar Association
1993 - 1995	Los Angeles County Representative, League of California Cities Legal Advocacy Committee
1993 - 1995	Secretary/Vice President, Los Angeles County City Attorneys Association
1987 - 1994	Trustee, Glendale Bar Association Board of Trustees
1985 - Present	Member, Los Angeles County Bar Association
1981	Chairman of Subcommittee on Regulation--Ordinances and Administrative Regulations Concerning Police Powers of a City or Town, American Bar Association
1977 - 1990	Member, Criminal Justice Council, Glendale
1978 - Present	Member, Glendale Bar Association
1977 - Present	Member, American Bar Association
1976 - Present	Member, State Bar of California

Admitted to practice before all California State Courts; United States District Court, Central District; United States Claims Court; United States Court of Appeals for the Ninth Circuit; United States Supreme Court.

PROFESSIONAL ACCOMPLISHMENTS:

Advocated before the State Court of Appeal, State Supreme Court, and Ninth Circuit Court of Appeals. Developed and obtained precedent setting Court decisions in the area of municipal taxation and licensing, state preemption, the Constitutional limitations on the use of municipal streets for news publications, the rights of public agencies regarding police officers' medical retirements and firearm use; litigated and resolved open space/acquisition and civil rights cases.

Drafted numerous Ordinances, some used as a model by many cities and towns nationwide.

Restructured Glendale City Attorney's Office to increase efficiency and productivity in a cost effective manner.

PUBLICATIONS AND SPEAKING ENGAGEMENTS:

- 2011 International Municipal Lawyer's Association: The Municipal Lawyer Magazine, March/April 2011, Vol. 52, No.2; "Street Side Employment Solicitation Regulations - Are They On Life Support?"
- 2009 Guest Lecturer U.S.C. Masters of Real Estate Development Program- "Findings, Takings & Exactions; An Overview"
- 2008 Panelist and presenter at Cities on the Cutting Edge Program-Hastings College of Law - "Local Responses to Immigration Issues"
- 2007 - Present Presentations on Firefighters Procedural Bill of Rights Act to League of California Cities, various fire departments in California, and City Attorneys Association of Los Angeles County
- 2005 - Present Presentations on issues involving day laborer regulations to League of California Cities, International Municipal Lawyers Association, New Mexico Municipal League, and City Attorneys Association of Los Angeles County
- 1995 - Present Conducted various training courses through in-house "Glendale University" including Open Meeting Laws; Ethics for Public Employees, Conflicts of Interest
- 1995 - Present Conducted training for elected and appointed officials on various subjects including A.B.1234 Ethics, Open Meeting Laws, Conflicts of Interest, Public Hearings and Procedural Due Process
- 1990 - 2006 Annual lecturer for National Recreation and Parks Association. Present a 22 hour class; including written materials on "Managing Safety and Liability" with current case updates
- 1985 - 1986 Lecturer for California Conference of Arson Investigators. Subjects include Peace Officer Liability, Punitive Damages, Presentation of Testimony, Elements of Tort and other Liability in State and Federal Courts
- 1984 - Present Annual Lecturer for California Parks and Recreation Society Inc., as well as Regional Seminars. Subjects include Municipal Liability, Employee Liability, Risk Management
- 1982 - Present Numerous speeches and lectures before community groups including: Women's Civic League of Glendale, local Kiwanis Clubs and others regarding "The Prosecutorial Function of the City Attorney's Office," "Municipal Liability," and "Campaign Financing Issues in Local Elections"
- 1979 Lecturer, National Association of Consulting Arborists Annual Meeting, Newport Beach, California

1978

National Institute of Municipal Law Officers: *The Municipal Attorney*,
Volume 19, No. 11, November, 1978; "Successful Defense of the Glendale
Newsrack Ordinance"

OTHER ACTIVITIES:

Member, Glendale Committee to Celebrate the Bicentennial of the United States Constitution.

Member, Education Advisory Committee, Legal Secretarial; Glendale Community College District.

1987-1990 Member, Board of Directors, Glendale Family Service Association (a United Way Agency).

1982-1987 Sit as Judge Pro-tem in Glendale Municipal Court numerous times yearly.

1988-1989 Member, Kiwanis International, Glendale; Past Chairman, Law and Regulations Committee, 1988-1989.

1998-2005 Volunteer Settlement Officer for Superior Court, North Central District

1987-1996 Member, Glendale Chamber of Commerce.

Personal, judicial, and professional references available upon request.

References for Teresa L. Highsmith

Curt Mitchell, City Manager
Oliver Chi, Assistant to the City Manager
City of Barstow
Telephone: 760-255-5101/5102
cmithcell@barstowca.org
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I am City Attorney for the City of Barstow, including its capacity as Successor Agency to the former Redevelopment Agency of the City of Barstow. Accordingly, I provide the full range of legal advice and services on all matters of interest to the City of Barstow and attend all City Council meetings. I review and assist in the preparation of all agendas for the Oversight Board to the former Redevelopment Agency of the City of Barstow.

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I am City Attorney for the City of Sierra Madre, including its capacity as Successor Agency to the former Community Redevelopment Agency ("CRA") of the City of Sierra Madre. Accordingly, I provide the full range of legal advice and services on all matters of interest to the City of Sierra Madre and attend all City Council meetings. I review and assist in the preparation of all agendas for the Oversight Board to the former CRA of the City of Sierra Madre. I also attend meetings of the Oversight Board as a resource, when requested by staff for the Successor Agency of the former CRA of Sierra Madre.

Carrie Sutkin, Chairperson
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